

**Non-Disclosure Agreement**  
**Non-Disclosure Agreement for Contractor Employees And Subcontractors**

I, \_\_\_\_\_, am an employee of or a subcontractor to \_\_\_\_\_, a contractor acting under contract to the - \_\_\_\_\_ under Contract No. \_\_\_\_\_. I understand that in the performance of this task, I may have access to sensitive or proprietary business, technical, financial, and/or source selection information belonging to the Government or other contractors. Proprietary information includes, but is not limited to, cost/ pricing data, Government spend plan data, contractor technical proposal data, independent government cost estimates, negotiation strategies and contractor data presented in negotiations, contracting plans and statements of work. I agree not to discuss, divulge, or disclose any such information or data to any person or entity except those persons directly concerned with the performance of this delivery order. I have been advised that the unauthorized disclosure, use or negligent handling of the information by me could cause irreparable injury to the owner of the information. The injury could be source sensitive procurement information of the government or proprietary/trade secret information of another company.

I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this agreement. Court costs and reasonable attorney fees incurred by the United States Government may be assessed against me if I lose such action. I understand that another company might file a separate claim against me if I have misused its proprietary information.

In the event that I seek other employment, I will reveal to any prospective employer the continuing obligation in this agreement prior to accepting any employment offer.

The obligations imposed herein do not extend to information/data which:

- a) is in the public domain at the time of receipt or it came into the public domain thereafter through no act of mine;
- b) is disclosed with the prior written approval of the designated Contracting Officer;
- c) is demonstrated to have been developed by \_\_\_\_\_, or me independently of disclosures made hereunder;
- d) is disclosed pursuant to court order, after notification to the designated Contracting Officer;
- e) is disclosed inadvertently despite the exercise of the same reasonable degree of care a party normally uses to protect its own proprietary information.

I have read this agreement carefully and my questions, if any, have been answered to my satisfaction.

\_\_\_\_\_  
(Printed Name of Employee or Subcontractor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Organization

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
Date